

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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:  
IN RE SEPTEMBER 11 LITIGATION :  
:  
This Declaration relates to: : Civil No.  
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21 MC 97 (AKH)  
*Fisher v. AMR Corp., et al.*, 07 Civ. 8399 (AKH) :  
:  
*Golinski v. AMR Corp., et al.*, 07 Civ. 8398 (AKH) : **DECLARATION OF**  
:  
**DESMOND T. BARRY, JR.**  
*Shontere v. AMR Corp., et al.*, 07 Civ. 8401 (AKH) :  
:  
*Willcher v. AMR Corp., et al.*, 07 Civ. 8402 (AKH) :  
:  
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1. I am an attorney and member of the law firm of Condon & Forsyth LLP, co-counsel for defendants American Airlines, Inc. and AMR Corporation in this litigation, and I am fully familiar with all prior pleadings and proceedings.

2. I submit this declaration in support of the motion by defendants American Airlines, Inc., AMR Corporation and Argenbright Security, Inc. for Orders: (1) approving the settlements; (2) entering final judgments pursuant to Rule 54(b) of the Federal Rules of Civil Procedure; (3) ruling that the liability limitation contained in Section 408(a)(1) of the Air Transportation Safety and System Stabilization Act applies to the settlement amounts; and (4) dismissing the Complaints with prejudice as to all defendants.

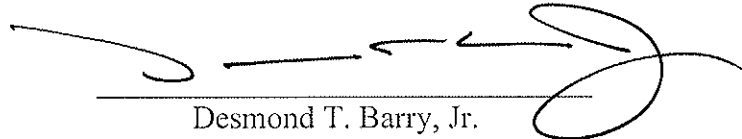
3. Annexed hereto as "Exhibit A" is a true and accurate copy of the executed Confidential Stipulation of Settlement in *Fisher v. AMR Corporation, et al.*, 07 Civ. 8399 (AKH), with the settlement amount redacted. An unredacted copy of the Confidential Stipulation of Settlement is being filed with the Court under seal.

4. Annexed hereto as "Exhibit B" is a true and accurate copy of the executed Confidential Stipulation of Settlement in *Golinski v. AMR Corporation, et al.*, 07 Civ. 8398 (AKH), with the settlement amount redacted. An unredacted copy of the Confidential Stipulation of Settlement is being filed with the Court under seal.

5. Annexed hereto as "Exhibit C" is a true and accurate copy of the executed Confidential Stipulation of Settlement in *Shontere v. AMR Corporation, et al.*, 07 Civ. 8401 (AKH), with the settlement amount redacted. An unredacted copy of the Confidential Stipulation of Settlement is being filed with the Court under seal.

6. Annexed hereto as "Exhibit D" is a true and accurate copy of the executed Confidential Stipulation of Settlement in *Willcher v. AMR Corporation, et al.*, 07 Civ. 8402 (AKH), with the settlement amount redacted. An unredacted copy of the Confidential Stipulation of Settlement is being filed with the Court under seal.

Pursuant to 28 U.S.C. Section 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that I executed this declaration on March 14, 2008, at New York, New York.

  
\_\_\_\_\_  
Desmond T. Barry, Jr.

## **Exhibit A**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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:  
: No.: 21 MC 97 (AKH)  
:  
IN RE SEPTEMBER 11 LITIGATION : **THIS DOCUMENT RELATES TO:**  
: **07 CV 8399 (AKH)**  
: **CHRISTINE K. FISHER v.**  
: **AMR CORPORATION, et al.**  
:  
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**CONFIDENTIAL STIPULATION OF SETTLEMENT**

By and through their attorneys, Defendants AMERICAN AIRLINES, INC. (hereinafter "AMERICAN"), AMR CORPORATION (hereinafter "AMR") and ARGENBRIGHT SECURITY, INC. (hereinafter "ARGENBRIGHT"), and CHRISTINE K. FISHER, Individually, and as Personal Representative of the Estate of GERALD P. FISHER, and on behalf of all survivors, heirs and next of kin of GERALD P. FISHER, Deceased (hereinafter "PLAINTIFF"), hereby agree:

1. In consideration of the sum of  
to be paid by the Insurers of AMERICAN and AMR, and the sum of  
to be paid by the Insurers of  
ARGENBRIGHT, for a total of the payments to PLAINTIFF of  
PLAINTIFF agrees to release and discharge AMERICAN,  
AMR, ARGENBRIGHT and any and all other defendants named in any of the individual or  
Master Complaints filed under civil action number 21 MC 97 (AKH) and agrees to execute a  
Confidential Release in the form attached hereto as "Exhibit 1".

2. The parties to this Agreement recognize the legitimate interest of AMERICAN,  
AMR and ARGENBRIGHT in ensuring that the full amounts paid pursuant to this Agreement

count against the limits on their respective liability established by Section 408(a)(1) of the Air Transportation Safety and System Stabilization Act ("ATSSSA"). AMERICAN, AMR and ARGENBRIGHT are not willing to enter into this Agreement absent that assurance. The parties therefore agree that:

- (a) AMERICAN, AMR and ARGENBRIGHT shall have no obligations hereunder, unless and until a final, non-appealable determination is issued by a court of competent jurisdiction confirming that all amounts paid hereunder count against the limits of liability established by Section 408(a)(1) of the ATSSSA; and
- (b) No settlement payments shall be made pursuant to this Agreement unless and until a final, non-appealable determination is issued by a court of competent jurisdiction confirming that all amounts to be paid hereunder count against the limits of liability established by Section 408(a)(1) of the ATSSSA.

3. Within 21 days after execution of this Confidential Stipulation of Settlement, AMERICAN, AMR and ARGENBRIGHT shall seek from the United States District Court for the Southern District of New York or an appropriate federal appellate court the non-appealable determination described in paragraph "2". The parties agree, and PLAINTIFF specifically consents, that the motion for the non-appealable final determination will include a request that the Court dismiss with prejudice all proceedings by PLAINTIFF against AMERICAN, AMR, ARGENBRIGHT and any and all other defendants named in any of the individual or Master Complaints filed under civil action number 21 MC 97 (AKH), including without limitation each of the defendants listed in "Appendix A" to the Confidential Release in the form attached hereto

as "Exhibit 1" ("RELEASEES"), and all RELEASEES' parents, subsidiaries, affiliated corporations, partnerships, insurers, related business entities, officers, directors, employees, agents, heirs, executors, administrators, successors and assigns.

4. Following execution of this Confidential Stipulation of Settlement, PLAINTIFF shall submit to Judge Alvin K. Hellerstein a Motion for a Compromise Order approving the settlement and the distribution of the settlement proceeds and authorizing PLAINTIFF to execute and deliver a Confidential Release in the form attached hereto as "Exhibit 1".

5. Upon receipt of authorization from the Court, PLAINTIFF shall deliver to AMERICAN, AMR and ARGENBRIGHT an executed Confidential Release in the form attached hereto as "Exhibit 1". The execution of said Confidential Release does not preclude PLAINTIFF from continuing any direct action filed against terrorists and/or sponsors of terrorism arising from or relating to the death of GERALD P. FISHER as identified in *Burnett, et al. v. Al Baraka Investment and Development Corp., et al.*, 1:02-CV-01616, United States District Court, District of Columbia (JR); *In re Terrorist Attacks on September 11, 2001*, 03 MDL 1570; and *Burnett, et al. v. Al Baraka Investment and Development Corp., et al.*, 1:03-CV-09849, United States District Court, Southern District of New York (RCC).

6. Subject to compliance with all conditions set forth above, within 30 days after the non-appealable determination described in paragraphs "2" and "3" is issued, or within 30 days after receipt by counsel for AMERICAN, AMR and ARGENBRIGHT of the executed Confidential Release, whichever is later, AMERICAN, AMR and ARGENBRIGHT'S insurers will pay to PLAINTIFF the settlement funds as indicated in the Confidential Release. In the event that a court of competent jurisdiction declines to enter the final non-appealable determination referenced in paragraphs "2" and "3", this Confidential Stipulation of Settlement

shall be void, and PLAINTIFF shall be entitled to reinstate her case against RELEASEES.

7. The parties acknowledge that this Agreement is entered into solely for the purpose of amicably resolving the parties' dispute and the parties specifically acknowledge and agree that this Agreement does not constitute an admission of liability, responsibility or proportionate responsibility by any party.

8. This Agreement and the performance thereunder shall be governed by and construed under the laws of the State of New York, without giving effect to its conflict of law provisions that would result in the application of the law of any other jurisdiction.

9. This Agreement may not be modified orally and can only be modified by means of a written agreement signed by PLAINTIFF, AMERICAN, AMR and ARGENBRIGHT.

10. The amount of the payments under this settlement shall remain confidential. Dissemination of the amount of payments under this settlement shall be restricted to only the parties, their attorneys, employees, agents and insurance representatives who have a need to know the amount of the settlement and to any court referenced in paragraphs "2" and "3". No party, attorney, employee, agent or insurance representative of a party shall disclose the settlement amount unless required to do so by court order.

11. This Agreement may be executed in counterparts.

Dated: New York, New York

This 28 day of February, 2008.

AZRAEL GANN & FRANZ LLP

By: \_\_\_\_\_

Keith S. Franz ( )

Judson H. Lipowitz ( )

101 East Chesapeake Avenue, 5<sup>th</sup> Floor

Baltimore, MD 21286

Tel.: (410)821-6800

Fax: (410)821-1265

-and-

MOTLEY RICE LLC

By: \_\_\_\_\_

Donald A. Migliori ( )

Elizabeth Smith ( )

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Attorneys for Defendants

AMERICAN AIRLINES, INC. and

AMR CORPORATION

GLOBAL AEROSPACE UNDERWRITING  
MANAGERS

By: \_\_\_\_\_

John P. Meehan

For and on behalf of the insurers for

AMERICAN AIRLINES, INC. and

AMR CORPORATION

ACE GLOBAL MARKETS

By: \_\_\_\_\_

For and on behalf of the insurers for

ARGENBRIGHT SECURITY, INC.



Dated: New York, New York  
This \_\_\_\_ day of \_\_\_\_\_, 2008.

AZRAEL GANN & FRANZ LLP

CONDON & FORSYTH LLP

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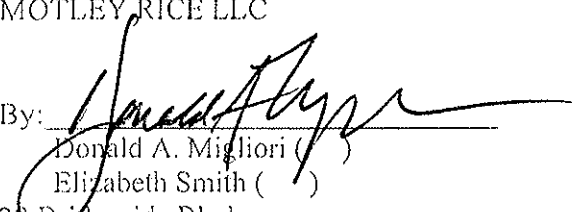
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For and on behalf of the insurers for  
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AMR CORPORATION

Attorneys for Defendant  
ARGENBRIGHT SECURITY, INC

ACE GLOBAL MARKETS

By: \_\_\_\_\_  
  
For and on behalf of the insurers for  
ARGENBRIGHT SECURITY, INC.

Dated: New York, New York  
This \_\_\_\_ day of \_\_\_\_, 2008.

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ARGENBRIGHT SECURITY, INC

By: \_\_\_\_\_  
For and on behalf of the insurers for  
ARGENBRIGHT SECURITY, INC.

Dated: New York, New York  
This \_\_\_\_ day of \_\_\_\_\_, 2008.

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For and on behalf of the insurers for  
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Dated: New York, New York  
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Attorneys for Plaintiff  
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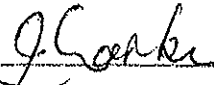
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For and on behalf of the insurers for  
AMERICAN AIRLINES, INC. and  
AMR CORPORATION

ACE GLOBAL MARKETS

Attorneys for Defendant  
ARGENBRIGHT SECURITY, INC

By:  \_\_\_\_\_  
For and on behalf of the insurers for  
ARGENBRIGHT SECURITY, INC.

# **Exhibit 1**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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:  
: No.: 21 MC 97 (AKH)  
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IN RE SEPTEMBER 11 LITIGATION : **THIS DOCUMENT RELATES TO:**  
: **07 CV 8399 (AKH)**  
: **CHRISTINE K. FISHER v.**  
: **AMR CORPORATION, et al.**  
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**CONFIDENTIAL RELEASE**

CHRISTINE K. FISHER, Individually, and as Personal Representative of the Estate of GERALD P. FISHER, and on behalf of all survivors, heirs and next of kin of GERALD P. FISHER, Deceased, as RELEASOR, and in consideration of the sum of

to be paid by the Insurers of AMERICAN AIRLINES, INC. (hereinafter, "AMERICAN") and AMR CORPORATION (hereinafter, "AMR"), and the sum of to be paid by the Insurers of ARGENBRIGHT SECURITY, INC. (hereinafter, "ARGENBRIGHT"), for a total of the payments to RELEASOR of

hereby releases and discharges AMERICAN, AMR, ARGENBRIGHT and any and all other defendants named in the any of the individual or Master Complaints filed under civil action number 21 MC 97 (AKH), including without limitation each of the defendants listed in "Appendix A" hereto ("RELEASEES"), and all RELEASEES' parents, subsidiaries, affiliated corporations, partnerships, insurers, related business entities, officers, directors, employees, agents, heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions,

claims, and demands whatsoever, in law, admiralty or equity, which RELEASOR, RELEASOR'S heirs, executors, administrators, successors and/or assigns ever had, now have or hereafter can, shall or may, have against RELEASEES for, upon, or by reason of any matter, cause, or thing whatsoever relating to or arising out of the following: wrongful death of and personal injuries to GERALD P. FISHER, whether assertable by the survivors, heirs or personal representative of GERALD P. FISHER or by any other person or entity entitled by law to recover damages as a result of the death of or personal injury to GERALD P. FISHER, and whether characterized as wrongful death claims, survival or survivorship claims, personal injuries or otherwise; loss of or damage to the personal effects or other property of GERALD P. FISHER; and any and all other losses, damages and/or injuries relating to or arising out of GERALD P. FISHER having been present at or around the Pentagon on September 11, 2001 (hereinafter, "the death of GERALD P. FISHER") from the beginning of the world to the day of the date of this Confidential Release.

FOR AND IN FURTHER CONSIDERATION of the payments described above, RELEASOR agrees as follows:

1. RELEASOR agrees to protect, indemnify and hold harmless RELEASEES from and against all actions, causes of action, remedies, suits, debts, covenants, contracts, controversies, agreements, promises, damages (including, but not limited to, pecuniary, non-pecuniary, moral, patrimonial, compensatory and punitive damages), liabilities, judgments, executions, claims, demands of whatsoever nature, known and unknown (including, but not limited to, liens or liabilities of whatsoever nature, including without limitation, those relating to or arising out of any workers' compensation payments and those that may arise by reason of the legal or tax consequences of this Confidential Release), and all costs and expenses (including,

but not limited to, reasonable attorneys' fees) in defending any such actions, etc., brought against RELEASEES by anyone claiming by, through or under RELEASOR, relating to or arising out of the death of GERALD P. FISHER whether anticipated or unanticipated, however caused and whether by sole, joint, or concurrent negligence, strict liability, treaty liability, Intercarrier Agreement liability, contractual liability or otherwise of RELEASEES.

2. RELEASOR recognizes, acknowledges and accepts that there is a risk that, after the execution of this Confidential Release: (a) RELEASOR will claim or suffer personal bodily discomfort, emotional distress or economic loss that are in some way caused by or related to the death of GERALD P. FISHER, but which are unknown and unanticipated at the time this Confidential Release is executed; (b) the damages presently known may be or may become more extensive than RELEASOR now expects or anticipates; and (c) the laws governing what damages are available to her may change. RELEASOR accepts these risks, and this Confidential Release shall apply to all unknown and unanticipated results of the death of GERALD P. FISHER as well as those known and anticipated. The provisions of any local, state, federal or foreign law, statute or judicial decision providing in substance that releases shall not extend to unknown or unanticipated claims, damages or injuries are hereby expressly waived.

3. The payments described above and the execution of this Confidential Release are the result of a compromise of disputed claims and shall not at any time for any purpose be considered as an admission of liability, responsibility or proportionate responsibility of RELEASEES for any wrongdoing, negligence or other culpable conduct in connection with the death of GERALD P. FISHER. RELEASOR acknowledges that RELEASEES expressly continue to deny and disclaim such liability and responsibility and intend merely to avoid further litigation and buy their peace. This Confidential Release is a final and full settlement of all



claims against RELEASEES and shall not be subject to any claim of mistake of fact or law by RELEASOR.

4. The amount of the payments of the settlement shall remain confidential. The parties shall not disclose the amount of the payments of the settlement agreement, except to the parties, their attorneys, employees, agents and insurance representatives who have a need to know the amount of the settlement, and to any court of competent jurisdiction. No party, attorney, employee, agent or insurance representative of a party shall disclose the amount of the settlement payments unless required to do so by court order.

5. RELEASOR represents and warrants that she is not relying on the advice of the RELEASEES, or anyone associated with them, as to legal, tax (income, estate, gift or otherwise) or other consequences of any kind arising out of this Confidential Release; that she has not relied on any representations or statements, written or oral, of RELEASEES, including but not limited to, any factual representation regarding the death of GERALD P. FISHER except those set forth in this Confidential Release; and that she is knowingly and voluntarily signing this Confidential Release and is not subject to duress, coercion or undue influence by RELEASEES or anyone else.

6. RELEASOR represents and warrants that she has not filed, will not file or cause to be filed, any other actions, causes of action, suits, claims or demands, of any nature whatsoever, arising from or relating to the death of GERALD P. FISHER in any court or tribunal, or with any adjudicatory, legislative, executive or other governmental or private body or agency anywhere in the U.S. or abroad against RELEASEES. This Confidential Release does not preclude RELEASOR from continuing any direct action filed against terrorists and/or sponsors of terrorism arising from or relating to the death of GERALD P. FISHER, as identified

in *Burnett, et al. v. Al Baraka Investment and Development Corp., et al.*, 1:02-CV-01616, United States District Court, District of Columbia (JR); *In re Terrorist Attacks on September 11, 2001*, 03 MDL 1570; and *Burnett, et al. v. Al Baraka Investment and Development Corp., et al.*, 1:03-CV-09849, United States District Court, Southern District of New York (RCC).

7. RELEASOR understands that she has the right to obtain legal counsel to review and evaluate this Confidential Release, and RELEASOR attests that she has done so or agreed to waive this right. RELEASOR further understands and agrees that she shall be responsible for the payment of all expenses arising from and in connection with any matters related to the death of GERALD P. FISHER other than any expenses previously paid for by RELEASER and that RELEASOR shall be responsible for the payment of any attorneys' fees and legal expenses that she has incurred or may incur. RELEASOR further agrees that statutes providing for payment of interest, costs or expenses with respect to settlement proceeds in this action are inapplicable.

8. RELEASOR represents and warrants that she will satisfy all outstanding workers' compensation liens, medical liens, attorneys' fees liens and all other liens, if any, from the proceeds of this settlement.

9. This Confidential Release, and the performance thereunder, shall be governed by and construed under the laws of the State of New York, without giving effect to its conflicts of law provisions that would result in the application of the law of any other jurisdiction.

10. This Confidential Release may not be modified orally and can only be modified by means of a written agreement signed by RELEASOR, AMERICAN, AMR and ARGENBRIGHT.

11. This Confidential Release can be executed in multiple originals.

In witness whereof, RELEASOR has hereunto set RELEASOR'S hand and seal on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CHRISTINE K. FISHER, RELEASOR

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2008, before me personally came CHRISTINE K. FISHER, to me known, and known to me to be the individual described herein, and who executed the foregoing CONFIDENTIAL RELEASE, and duly acknowledged to me that she executed the same.

NOTARY PUBLIC

APPENDIX A

AEROFLOT, a Russian corporation;

AIR CANADA

AIR FRANCE, a French corporation

AIR JAMAICA, a Jamaican corporation

AIR TRANSPORT ASSOCIATION OF AMERICA, INC.

AIRTRAN AIRLINES

ALASKA AIRLINES, INC.

AMERICA WEST AIRLINES, INC.

AMERICAN AIRLINES, INC.

AMERICAN EAGLE AIRLINES

AMERICAN TRANS AIR, INC.

AMR CORPORATION

ANA, a Japanese corporation

ARGENBRIGHT SECURITY, INC.

ATA AIRLINES, INC.

ATLANTIC COAST AIRLINES, INC.

AUSTRIAN AIRLINES, an Austrian corporation

BARKSHIRE, INC.

BRITISH AIRWAYS, a United Kingdom corporation

BRITISH MIDLAND AIRWAYS, LTD, a United Kingdom corporation

BURNS INTERNATIONAL SECURITY SERVICES CORP.

BURNS INTERNATIONAL SERVICES CORP.

BWIA INTERNATIONAL AIRWAYS, a Trinidad/Tobago corporation

CAPE AIR

CITY OF PORTLAND, MAINE

COLGAN AIR, INC.

CONTINENTAL AIRLINES, INC.

DELTA AIR LINES INC.

DELTA EXPRESS

EMERY ROTH AND PARTNERS LLC d/b/a EMERY ROTH & SONS

ETHIOPIAN AIRLINES S.C.

FRONTIER AIRLINES, INC.

GLOBE AVIATION SERVICES CORPORATION

GLOBE AIRPORT SECURITY SERVICES, INC.

HEIMANN SYSTEMS CORP.,

HUNTLEIGH USA CORP.

ICTS INTERNATIONAL NV

INVISION TECHNOLOGIES, INC.

JETBLUE

KLM, a Dutch corporation

KOREAN AIRLINES

L-3 COMMUNICATIONS CORPORATION

L-3 COMMUNICATIONS CORPORATION SECURITY AND DETECTION SYSTEMS

L-3 COMMUNICATIONS HOLDINGS, INC.

LESLIE E. ROBERTSON ASSOCIATES

LUFTHANSA, a German corporation  
MAGNUSSON KLEMENCIC ASSOCIATES  
MASSACHUSETTS PORT AUTHORITY  
METROPOLITAN WASHINGTON AIRPORT AUTHORITY  
MIDWEST EXPRESS AIRLINES  
MINORU YAMASAKI ASSOCIATES  
NATIONAL AIRLINES  
NORTHWEST AIRLINES  
PAN AMERICAN AIRWAYS  
PINKERTON'S, INC.  
PORT AUTHORITY OF NEW YORK & NEW JERSEY  
QANTAS AIRWAYS LIMITED  
QUANTUM MAGNETICS, INC.  
SAUDI ARABIAN AIRLINES, a Saudi Arabian corporation  
SCANDINAVIAN AIRLINES SYSTEM, SAS, a Swedish corporation  
SECURICOR PLC  
SECURITAS AB  
SILVERSTEIN PROPERTIES, INC.  
SKILLING WARD MAGNUSSON  
SWISS, a Swiss corporation  
SWISSAIR TRANSPORT COMPANY  
TACA INTERNATIONAL AIRLINES, an El Salvador corporation  
TEM ENTERPRISES d/b/a CASINO EXPRESS

THE BOEING COMPANY

TISHMAN REALTY & CONSTRUCTION CO., INC.

UAL CORPORATION

UNITED AIR LINES, INC.

US AIRWAYS, INC.

VIRGIN ATLANTIC AIRWAYS LTD, a United Kingdom corporation

WORLD TRADE CENTER PROPERTIES LLC

## **Exhibit B**



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	X	
	:	
	:	No.: 21 MC 97 (AKH)
	:	
IN RE SEPTEMBER 11 LITIGATION	:	<b>THIS DOCUMENT RELATES TO:</b>
	:	<b>07 CV 8398 (AKH)</b>
	:	<b>IRENE M. GOLINSKI v.</b>
	:	<b>AMR CORPORATION, et al.</b>
	:	
-----	X	

**CONFIDENTIAL STIPULATION OF SETTLEMENT**

By and through their attorneys, Defendants AMERICAN AIRLINES, INC. (hereinafter "AMERICAN"), AMR CORPORATION (hereinafter "AMR") and ARGENBRIGHT SECURITY, INC. (hereinafter "ARGENBRIGHT"), and IRENE M. GOLINSKI, Individually, and as Personal Representative of the Estate of RONALD F. GOLINSKI, and on behalf of all survivors, heirs and next of kin of RONALD F. GOLINSKI, Deceased (hereinafter "PLAINTIFF"), hereby agree:

1. In consideration of the sum of

to be paid by the Insurers of AMERICAN and AMR, and the sum of

to be paid by the Insurers of

ARGENBRIGHT, for a total of the payments to PLAINTIFF of

PLAINTIFF agrees to release and discharge AMERICAN, AMR, ARGENBRIGHT and any and all other defendants named in any of the individual or Master Complaints filed under civil action number 21 MC 97 (AKH) and agrees to execute a Confidential Release in the form attached hereto as "Exhibit 1".

2. The parties to this Agreement recognize the legitimate interest of AMERICAN, AMR and ARGENBRIGHT in ensuring that the full amounts paid pursuant to this Agreement

count against the limits on their respective liability established by Section 408(a)(1) of the Air Transportation Safety and System Stabilization Act ("ATSSSA"). AMERICAN, AMR and ARGENBRIGHT are not willing to enter into this Agreement absent that assurance. The parties therefore agree that:

- (a) AMERICAN, AMR and ARGENBRIGHT shall have no obligations hereunder, unless and until a final, non-appealable determination is issued by a court of competent jurisdiction confirming that all amounts paid hereunder count against the limits of liability established by Section 408(a)(1) of the ATSSSA; and
- (b) No settlement payments shall be made pursuant to this Agreement unless and until a final, non-appealable determination is issued by a court of competent jurisdiction confirming that all amounts to be paid hereunder count against the limits of liability established by Section 408(a)(1) of the ATSSSA.

3. Within 21 days after execution of this Confidential Stipulation of Settlement, AMERICAN, AMR and ARGENBRIGHT shall seek from the United States District Court for the Southern District of New York or an appropriate federal appellate court the non-appealable determination described in paragraph "2". The parties agree, and PLAINTIFF specifically consents, that the motion for the non-appealable final determination will include a request that the Court dismiss with prejudice all proceedings by PLAINTIFF against AMERICAN, AMR, ARGENBRIGHT and any and all other defendants named in any of the individual or Master Complaints filed under civil action number 21 MC 97 (AKH), including without limitation each of the defendants listed in "Appendix A" to the Confidential Release in the form attached hereto

as "Exhibit 1" ("RELEASEES"), and all RELEASEES' parents, subsidiaries, affiliated corporations, partnerships, insurers, related business entities, officers, directors, employees, agents, heirs, executors, administrators, successors and assigns.

4. Following execution of this Confidential Stipulation of Settlement, PLAINTIFF shall submit to Judge Alvin K. Hellerstein a Motion for a Compromise Order approving the settlement and the distribution of the settlement proceeds and authorizing PLAINTIFF to execute and deliver a Confidential Release in the form attached hereto as "Exhibit 1".

5. Upon receipt of authorization from the Court, PLAINTIFF shall deliver to AMERICAN, AMR and ARGENBRIGHT an executed Confidential Release in the form attached hereto as "Exhibit 1". The execution of said Confidential Release does not preclude PLAINTIFF from continuing any direct action filed against terrorists and/or sponsors of terrorism arising from or relating to the death of RONALD F. GOLINSKI as identified in *Burnett, et al. v. Al Baraka Investment and Development Corp., et al.*, 1:02-CV-01616, United States District Court, District of Columbia (JR); *In re Terrorist Attacks on September 11, 2001*, 03 MDL 1570; and *Burnett, et al. v. Al Baraka Investment and Development Corp., et al.*, 1:03-CV-09849, United States District Court, Southern District of New York (RCC).

6. Subject to compliance with all conditions set forth above, within 30 days after the non-appealable determination described in paragraphs "2" and "3" is issued, or within 30 days after receipt by counsel for AMERICAN, AMR and ARGENBRIGHT of the executed Confidential Release, whichever is later, AMERICAN, AMR and ARGENBRIGHT'S insurers will pay to PLAINTIFF the settlement funds as indicated in the Confidential Release. In the event that a court of competent jurisdiction declines to enter the final non-appealable determination referenced in paragraphs "2" and "3", this Confidential Stipulation of Settlement

shall be void, and PLAINTIFF shall be entitled to reinstate her case against RELEASEES.

7. The parties acknowledge that this Agreement is entered into solely for the purpose of amicably resolving the parties' dispute and the parties specifically acknowledge and agree that this Agreement does not constitute an admission of liability, responsibility or proportionate responsibility by any party.

8. This Agreement and the performance thereunder shall be governed by and construed under the laws of the State of New York, without giving effect to its conflict of law provisions that would result in the application of the law of any other jurisdiction.

9. This Agreement may not be modified orally and can only be modified by means of a written agreement signed by PLAINTIFF, AMERICAN, AMR and ARGENBRIGHT.

10. The amount of the payments under this settlement shall remain confidential. Dissemination of the amount of payments under this settlement shall be restricted to only the parties, their attorneys, employees, agents and insurance representatives who have a need to know the amount of the settlement and to any court referenced in paragraphs "2" and "3". No party, attorney, employee, agent or insurance representative of a party shall disclose the settlement amount unless required to do so by court order.

11. This Agreement may be executed in counterparts.

Dated: New York, New York

This 28 day of February, 2008.

AZRAEL GANN & FRANZ LLP

By: 

Keith S. Franz ( )

Judson H. Lipowitz ( )

101 East Chesapeake Avenue, 5<sup>th</sup> Floor

Baltimore, MD 21286

Tel.: (410)821-6800

Fax: (410)821-1265

-and-

MOTLEY RICE LLC

By: \_\_\_\_\_

Donald A. Migliori ( )

Elizabeth Smith ( )

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Mt. Pleasant, SC 29465

Tel.: (843)216-9000

Fax: (843)216-9450

Attorneys for Plaintiff

IRENE M. GOLINSKI

SIMPSON THACHER & BARTLETT LLP

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Fax: (212)455-2502

Attorneys for Defendant

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CONDON & FORSYTH LLP

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Fax: (212)909-6836

Attorneys for Defendants

AMERICAN AIRLINES, INC. and

AMR CORPORATION

GLOBAL AEROSPACE UNDERWRITING  
MANAGERS

By: \_\_\_\_\_

John P. Meehan

For and on behalf of the insurers for

AMERICAN AIRLINES, INC. and

AMR CORPORATION

ACE GLOBAL MARKETS

By: \_\_\_\_\_

For and on behalf of the insurers for

ARGENBRIGHT SECURITY, INC.

Dated: New York, New York  
This \_\_\_\_ day of \_\_\_\_\_, 2008.

AZRAEL GANN & FRANZ LLP

CONDON & FORSYTH LLP

By: \_\_\_\_\_  
Keith S. Franz ( )  
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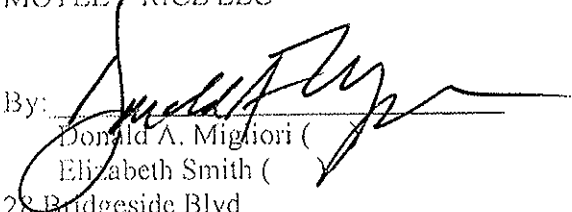
By: \_\_\_\_\_  
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-and-

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Attorneys for Plaintiff  
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By: \_\_\_\_\_  
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AMERICAN AIRLINES, INC. and  
AMR CORPORATION

ACE GLOBAL MARKETS

Attorneys for Defendant  
ARGENBRIGHT SECURITY, INC

By: \_\_\_\_\_  
For and on behalf of the insurers for  
ARGENBRIGHT SECURITY, INC.

Dated: New York, New York  
This \_\_\_\_ day of \_\_\_\_\_, 2008.

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CONDON & FORSYTH LLP

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-and-

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Attorneys for Plaintiff  
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For and on behalf of the insurers for  
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AMR CORPORATION

Attorneys for Defendant  
ARGENBRIGHT SECURITY, INC

ACE GLOBAL MARKETS

By: \_\_\_\_\_  
For and on behalf of the insurers for  
ARGENBRIGHT SECURITY, INC.

Dated: New York, New York  
This \_\_\_\_ day of \_\_\_\_\_, 2008.

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By: \_\_\_\_\_  
John P. Meehan

For and on behalf of the insurers for  
AMERICAN AIRLINES, INC. and  
AMR CORPORATION

ACE GLOBAL MARKETS

By: \_\_\_\_\_  
For and on behalf of the insurers for  
ARGENBRIGHT SECURITY, INC.



Dated: New York, New York  
This \_\_\_\_ day of \_\_\_\_\_, 2008.

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CONDON & FORSYTH LLP

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Attorneys for Plaintiff  
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Tel.: (212)455-2000  
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For and on behalf of the insurers for  
AMERICAN AIRLINES, INC. and  
AMR CORPORATION

Attorneys for Defendant  
ARGENBRIGHT SECURITY, INC

ACE GLOBAL MARKETS

By:  \_\_\_\_\_  
For and on behalf of the insurers for  
ARGENBRIGHT SECURITY, INC.

# **Exhibit 1**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
:  
:  
IN RE SEPTEMBER 11 LITIGATION :  
:  
:  
:  
:  
:  
----- X

No.: 21 MC 97 (AKH)

**THIS DOCUMENT RELATES TO:**  
**07 CV 8398 (AKH)**  
**IRENE M. GOLINSKI v.**  
**AMR CORPORATION, et al.**

**CONFIDENTIAL RELEASE**

IRENE M. GOLINSKI, Individually, and as Personal Representative of the Estate of RONALD F. GOLINSKI, and on behalf of all survivors, heirs and next of kin of RONALD F. GOLINSKI, Deceased, as RELEASOR, and in consideration of the sum of

to be paid by the Insurers of AMERICAN AIRLINES, INC. (hereinafter, "AMERICAN") and AMR CORPORATION (hereinafter, "AMR"), and the sum of to be paid by the Insurers of ARGENBRIGHT SECURITY, INC. (hereinafter, "ARGENBRIGHT"), for a total of the payments to RELEASOR of

hereby releases and discharges AMERICAN, AMR, ARGENBRIGHT and any and all other defendants named in the any of the individual or Master Complaints filed under civil action number 21 MC 97 (AKH), including without limitation each of the defendants listed in "Appendix A" hereto ("RELEASEES"), and all RELEASEES' parents, subsidiaries, affiliated corporations, partnerships, insurers, related business entities, officers, directors, employees, agents, heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions,

claims, and demands whatsoever, in law, admiralty or equity, which RELEASOR, RELEASOR'S heirs, executors, administrators, successors and/or assigns ever had, now have or hereafter can, shall or may, have against RELEASEES for, upon, or by reason of any matter, cause, or thing whatsoever relating to or arising out of the following: wrongful death of and personal injuries to RONALD F. GOLINSKI, whether assertable by the survivors, heirs or personal representative of RONALD F. GOLINSKI or by any other person or entity entitled by law to recover damages as a result of the death of or personal injury to RONALD F. GOLINSKI, and whether characterized as wrongful death claims, survival or survivorship claims, personal injuries or otherwise; loss of or damage to the personal effects or other property of RONALD F. GOLINSKI; and any and all other losses, damages and/or injuries relating to or arising out of RONALD F. GOLINSKI having been present at or around the Pentagon on September 11, 2001 (hereinafter, "the death of RONALD F. GOLINSKI") from the beginning of the world to the day of the date of this Confidential Release.

FOR AND IN FURTHER CONSIDERATION of the payments described above, RELEASOR agrees as follows:

1. RELEASOR agrees to protect, indemnify and hold harmless RELEASEES from and against all actions, causes of action, remedies, suits, debts, covenants, contracts, controversies, agreements, promises, damages (including, but not limited to, pecuniary, non-pecuniary, moral, patrimonial, compensatory and punitive damages), liabilities, judgments, executions, claims, demands of whatsoever nature, known and unknown (including, but not limited to, liens or liabilities of whatsoever nature, including without limitation, those relating to or arising out of any workers' compensation payments and those that may arise by reason of the legal or tax consequences of this Confidential Release), and all costs and expenses (including,

but not limited to, reasonable attorneys' fees) in defending any such actions, etc., brought against RELEASEES by anyone claiming by, through or under RELEASOR, relating to or arising out of the death of RONALD F. GOLINSKI whether anticipated or unanticipated, however caused and whether by sole, joint, or concurrent negligence, strict liability, treaty liability, Intercarrier Agreement liability, contractual liability or otherwise of RELEASEES.

2. RELEASOR recognizes, acknowledges and accepts that there is a risk that, after the execution of this Confidential Release: (a) RELEASOR will claim or suffer personal bodily discomfort, emotional distress or economic loss that are in some way caused by or related to the death of RONALD F. GOLINSKI, but which are unknown and unanticipated at the time this Confidential Release is executed; (b) the damages presently known may be or may become more extensive than RELEASOR now expects or anticipates; and (c) the laws governing what damages are available to her may change. RELEASOR accepts these risks, and this Confidential Release shall apply to all unknown and unanticipated results of the death of RONALD F. GOLINSKI as well as those known and anticipated. The provisions of any local, state, federal or foreign law, statute or judicial decision providing in substance that releases shall not extend to unknown or unanticipated claims, damages or injuries are hereby expressly waived.

3. The payments described above and the execution of this Confidential Release are the result of a compromise of disputed claims and shall not at any time for any purpose be considered as an admission of liability, responsibility or proportionate responsibility of RELEASEES for any wrongdoing, negligence or other culpable conduct in connection with the death of RONALD F. GOLINSKI. RELEASOR acknowledges that RELEASEES expressly continue to deny and disclaim such liability and responsibility and intend merely to avoid further litigation and buy their peace. This Confidential Release is a final and full settlement of all

claims against RELEASEES and shall not be subject to any claim of mistake of fact or law by RELEASOR.

4. The amount of the payments of the settlement shall remain confidential. The parties shall not disclose the amount of the payments of the settlement agreement, except to the parties, their attorneys, employees, agents and insurance representatives who have a need to know the amount of the settlement, and to any court of competent jurisdiction. No party, attorney, employee, agent or insurance representative of a party shall disclose the amount of the settlement payments unless required to do so by court order.

5. RELEASOR represents and warrants that she is not relying on the advice of the RELEASEES, or anyone associated with them, as to legal, tax (income, estate, gift or otherwise) or other consequences of any kind arising out of this Confidential Release; that she has not relied on any representations or statements, written or oral, of RELEASEES, including but not limited to, any factual representation regarding the death of RONALD F. GOLINSKI except those set forth in this Confidential Release; and that she is knowingly and voluntarily signing this Confidential Release and is not subject to duress, coercion or undue influence by RELEASEES or anyone else.

6. RELEASOR represents and warrants that she has not filed, will not file or cause to be filed, any other actions, causes of action, suits, claims or demands, of any nature whatsoever, arising from or relating to the death of RONALD F. GOLINSKI in any court or tribunal, or with any adjudicatory, legislative, executive or other governmental or private body or agency anywhere in the U.S. or abroad against RELEASEES. This Confidential Release does not preclude RELEASOR from continuing any direct action filed against terrorists and/or sponsors of terrorism arising from or relating to the death of RONALD F. GOLINSKI, as

identified in *Burnett, et al. v. Al Baraka Investment and Development Corp., et al.*, 1:02-CV-01616, United States District Court, District of Columbia (JR); *In re Terrorist Attacks on September 11, 2001*, 03 MDL 1570; and *Burnett, et al. v. Al Baraka Investment and Development Corp., et al.*, 1:03-CV-09849, United States District Court, Southern District of New York (RCC).

7. RELEASOR understands that she has the right to obtain legal counsel to review and evaluate this Confidential Release, and RELEASOR attests that she has done so or agreed to waive this right. RELEASOR further understands and agrees that she shall be responsible for the payment of all expenses arising from and in connection with any matters related to the death of RONALD F. GOLINSKI other than any expenses previously paid for by RELEASEES and that RELEASOR shall be responsible for the payment of any attorneys' fees and legal expenses that she has incurred or may incur. RELEASOR further agrees that statutes providing for payment of interest, costs or expenses with respect to settlement proceeds in this action are inapplicable.

8. RELEASOR represents and warrants that she will satisfy all outstanding workers' compensation liens, medical liens, attorneys' fees liens and all other liens, if any, from the proceeds of this settlement.

9. This Confidential Release, and the performance thereunder, shall be governed by and construed under the laws of the State of New York, without giving effect to its conflicts of law provisions that would result in the application of the law of any other jurisdiction.

10. This Confidential Release may not be modified orally and can only be modified by means of a written agreement signed by RELEASOR, AMERICAN, AMR and ARGENBRIGHT.

11. This Confidential Release can be executed in multiple originals.

In witness whereof, RELEASOR has hereunto set RELEASOR'S hand and seal on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

IRENE M. GOLINSKI, RELEASOR

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2008, before me personally came IRENE M. GOLINSKI, to me known, and known to me to be the individual described herein, and who executed the foregoing CONFIDENTIAL RELEASE, and duly acknowledged to me that she executed the same.

NOTARY PUBLIC



APPENDIX A

AEROFLOT, a Russian corporation;  
AIR CANADA  
AIR FRANCE, a French corporation  
AIR JAMAICA, a Jamaican corporation  
AIR TRANSPORT ASSOCIATION OF AMERICA, INC.  
AIRTRAN AIRLINES  
ALASKA AIRLINES, INC.  
AMERICA WEST AIRLINES, INC.  
AMERICAN AIRLINES, INC.  
AMERICAN EAGLE AIRLINES  
AMERICAN TRANS AIR, INC.  
AMR CORPORATION  
ANA, a Japanese corporation  
ARGENBRIGHT SECURITY, INC.  
ATA AIRLINES, INC.  
ATLANTIC COAST AIRLINES, INC.  
AUSTRIAN AIRLINES, an Austrian corporation  
BARKSHIRE, INC.  
BRITISH AIRWAYS, a United Kingdom corporation  
BRITISH MIDLAND AIRWAYS, LTD, a United Kingdom corporation  
BURNS INTERNATIONAL SECURITY SERVICES CORP.  
BURNS INTERNATIONAL SERVICES CORP.

BWIA INTERNATIONAL AIRWAYS, a Trinidad/Tobago corporation

CAPE AIR

CITY OF PORTLAND, MAINE

COLGAN AIR, INC.

CONTINENTAL AIRLINES, INC.

DELTA AIR LINES INC.

DELTA EXPRESS

EMERY ROTH AND PARTNERS LLC d/b/a EMERY ROTH & SONS

ETHIOPIAN AIRLINES S.C.

FRONTIER AIRLINES, INC.

GLOBE AVIATION SERVICES CORPORATION

GLOBE AIRPORT SECURITY SERVICES, INC.

HEIMANN SYSTEMS CORP.,

HUNTLEIGH USA CORP.

ICTS INTERNATIONAL NV

INVISION TECHNOLOGIES, INC.

JETBLUE

KLM, a Dutch corporation

KOREAN AIRLINES

L-3 COMMUNICATIONS CORPORATION

L-3 COMMUNICATIONS CORPORATION SECURITY AND DETECTION SYSTEMS

L-3 COMMUNICATIONS HOLDINGS, INC.

LESLIE E. ROBERTSON ASSOCIATES

LUFTHANSA, a German corporation  
MAGNUSSON KLEMENCIC ASSOCIATES  
MASSACHUSETTS PORT AUTHORITY  
METROPOLITAN WASHINGTON AIRPORT AUTHORITY  
MIDWEST EXPRESS AIRLINES  
MINORU YAMASAKI ASSOCIATES  
NATIONAL AIRLINES  
NORTHWEST AIRLINES  
PAN AMERICAN AIRWAYS  
PINKERTON'S, INC.  
PORT AUTHORITY OF NEW YORK & NEW JERSEY  
QANTAS AIRWAYS LIMITED  
QUANTUM MAGNETICS, INC.  
SAUDI ARABIAN AIRLINES, a Saudi Arabian corporation  
SCANDINAVIAN AIRLINES SYSTEM, SAS, a Swedish corporation  
SECURICOR PLC  
SECURITAS AB  
SILVERSTEIN PROPERTIES, INC.  
SKILLING WARD MAGNUSSON  
SWISS, a Swiss corporation  
SWISSAIR TRANSPORT COMPANY  
TACA INTERNATIONAL AIRLINES, an El Salvador corporation  
TEM ENTERPRISES d/b/a CASINO EXPRESS

THE BOEING COMPANY

TISHMAN REALTY & CONSTRUCTION CO., INC.

UAL CORPORATION

UNITED AIR LINES, INC.

US AIRWAYS, INC.

VIRGIN ATLANTIC AIRWAYS LTD, a United Kingdom corporation

WORLD TRADE CENTER PROPERTIES LLC

## **Exhibit C**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
:  
:  
IN RE SEPTEMBER 11 LITIGATION :  
:  
:  
:  
:  
----- X

No.: 21 MC 97 (AKH)

**THIS DOCUMENT RELATES TO:**  
**07 CV 8401 (AKH)**  
**JULIA P. SHONTERE v.**  
**AMR CORPORATION, et al.**

**CONFIDENTIAL STIPULATION OF SETTLEMENT**

By and through their attorneys, Defendants AMERICAN AIRLINES, INC. (hereinafter "AMERICAN"), AMR CORPORATION (hereinafter "AMR") and ARGENBRIGHT SECURITY, INC. (hereinafter "ARGENBRIGHT"), and JULIA P. SHONTERE, Individually, and as Personal Representative of the Estate of ANGELA M. HOUTZ, and on behalf of all survivors, heirs and next of kin of ANGELA M. HOUTZ, deceased (hereinafter "PLAINTIFF"), hereby agree:

1. In consideration of the sum of  
to be paid by the Insurers of  
AMERICAN and AMR, and the sum of  
to be paid by the Insurers of  
ARGENBRIGHT, for a total of the payments to PLAINTIFF of  
PLAINTIFF agrees to  
release and discharge AMERICAN, AMR, ARGENBRIGHT and any and all other defendants  
named in any of the individual or Master Complaints filed under civil action number 21 MC 97  
(AKH), and agrees to execute a Confidential Release in the form attached hereto as "Exhibit 1".

2. The parties to this Agreement recognize the legitimate interest of AMERICAN,

AMR and ARGENBRIGHT in ensuring that the full amounts paid pursuant to this Agreement count against the limits on their respective liability established by Section 408(a)(1) of the Air Transportation Safety and System Stabilization Act (“ATSSSA”). AMERICAN, AMR and ARGENBRIGHT are not willing to enter into this Agreement absent that assurance. The parties therefore agree that:

- (a) AMERICAN, AMR and ARGENBRIGHT shall have no obligations hereunder unless and until a final, non-appealable determination is issued by a court of competent jurisdiction confirming that all amounts paid hereunder count against the limits of liability established by Section 408(a)(1) of the ATSSSA; and
- (b) No settlement payments shall be made pursuant to this Agreement unless and until a final, non-appealable determination is issued by a court of competent jurisdiction confirming that all amounts to be paid hereunder count against the limits of liability established by Section 408(a)(1) of the ATSSSA.

3. Within 21 days after execution of this Confidential Stipulation of Settlement, AMERICAN, AMR and ARGENBRIGHT shall seek from the United States District Court for the Southern District of New York or an appropriate federal appellate court the non-appealable determination described in paragraph “2”. The parties agree, and PLAINTIFF specifically consents, that the motion for the non-appealable final determination will include a request that the Court dismiss with prejudice all proceedings by PLAINTIFF against AMERICAN, AMR and ARGENBRIGHT, and any and all other defendants named in any of the individual or Master Complaints filed under civil action number 21 MC 97 (AKH), including, without limitation, each

of the defendants listed in "Appendix A" to the Confidential Release in the form attached hereto as "Exhibit 1" ("RELEASEES"), and all RELEASEES' parents, subsidiaries, affiliated corporations, partnerships, insurers, related business entities, officers, directors, employees, agents, heirs, executors, administrators, successors and assigns.

4. Following execution of this Confidential Stipulation of Settlement, PLAINTIFF shall submit to Judge Alvin K. Hellerstein a Motion for a Compromise Order approving the settlement and the distribution of the settlement proceeds and authorizing PLAINTIFF to execute and deliver a Confidential Release in the form attached hereto as "Exhibit 1".

5. Upon receipt of authorization from the Court, PLAINTIFF shall deliver to AMERICAN, AMR and ARGENBRIGHT an executed Confidential Release in the form attached hereto as "Exhibit 1". The execution of said Confidential Release does not preclude PLAINTIFF from continuing any direct action filed against terrorists and/or sponsors of terrorism arising from or relating to the death of ANGELA M. HOUTZ as identified in *Burnett, et al. v. Al Baraka Investment and Development Corp., et al.*, 1:02-CV-01616, United States District Court, District of Columbia (JR); *In re Terrorist Attacks on September 11, 2001*, 03 MDL 1570; and *Burnett, et al. v. Al Baraka Investment and Development Corp., et al.*, 1:03-CV-09849, United States District Court, Southern District of New York (RCC).

6. Subject to compliance with all conditions set forth above, within 30 days after the non-appealable determination described in paragraphs "2" and "3" is issued or within 30 days after receipt by counsel for AMERICAN, AMR and ARGENBRIGHT of the executed Confidential Release, whichever is later, AMERICAN, AMR and ARGENBRIGHT'S insurers will pay to PLAINTIFF the settlement funds as indicated in the Confidential Release. In the event that a court of competent jurisdiction declines to enter the final, non-appealable



determination referenced in paragraphs "2" and "3", this Confidential Stipulation of Settlement shall be void, and PLAINTIFF shall be entitled to reinstate her case against RELEASEES.

7. The parties acknowledge that this Agreement is entered into solely for the purpose of amicably resolving the parties' dispute and the parties specifically acknowledge and agree that this Agreement does not constitute an admission of liability, responsibility or proportionate responsibility by any party.

8. This Agreement and the performance thereunder shall be governed by, and construed under, the laws of the State of New York, without giving effect to its conflict of law provisions that would result in the application of the law of any other jurisdiction.

9. This Agreement may not be modified orally and can only be modified by means of a written agreement signed by PLAINTIFF, AMERICAN, AMR and ARGENBRIGHT.

10. The amount of the payments under this settlement shall remain confidential. Dissemination of the amount of payments under this settlement shall be restricted to only the parties, their attorneys, employees, agents and insurance representatives who have a need to know the amount of the settlement and to any court referenced in paragraphs "2" and "3". No party, attorney, employee, agent or insurance representative of a party shall disclose the settlement amount unless required to do so by court order.

11. This Agreement may be executed in counterparts.

Dated: New York, New York

This 28 day of February, 2008.

AZRAEL GANN & FRANZ LLP

By: 

Keith S. Franz ( )

Judson H. Lipowitz ( )

101 East Chesapeake Avenue, 5<sup>th</sup> Floor  
Baltimore, MD 21286

Tel.: (410)821-6800

Fax: (410)821-1265

-and-

MOTLEY RICE LLC

By: \_\_\_\_\_

Donald A. Migliori ( )

Elizabeth Smith ( )

28 Bridgeside Blvd

PO Box 1792

Mt. Pleasant, SC 29465

Tel.: (843)216-9000

Fax: (843)216-9450

Attorneys for Plaintiff

JULIA P. SHONTERE

SIMPSON THACHER & BARTLETT LLP

By: \_\_\_\_\_

Joseph F. Wayland (JFW 7549)

425 Lexington Avenue

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Tel.: (212)455-2000

Fax: (212)455-2502

Attorneys for Defendant

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CONDON & FORSYTH LLP

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Desmond T. Barry, Jr. (DB 8066)

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Fax: (212)370-4483

-and-

DEBEVOISE & PLIMPTON LLP

Roger E. Podesta

919 Third Avenue

New York, New York 10022

Tel.: (212)909-6000

Fax: (212)909-6836

Attorneys for Defendants

AMERICAN AIRLINES, INC. and

AMR CORPORATION

GLOBAL AEROSPACE UNDERWRITING  
MANAGERS

By: \_\_\_\_\_

John P. Meehan

For and on behalf of the insurers for

AMERICAN AIRLINES, INC. and

AMR CORPORATION

ACE GLOBAL MARKETS

By: \_\_\_\_\_

For and on behalf of the insurers for

ARGENBRIGHT SECURITY, INC.

Dated: New York, New York  
This \_\_\_\_ day of \_\_\_\_\_, 2008.

AZRAEL GANN & FRANZ LLP

CONDON & FORSYTH LLP

By: \_\_\_\_\_  
Keith S. Franz ( )  
Judson H. Lipowitz ( )  
101 East Chesapeake Avenue, 5<sup>th</sup> Floor  
Baltimore, MD 21286  
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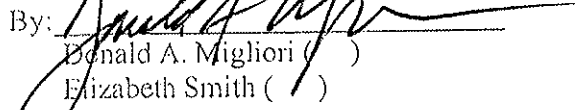
By: \_\_\_\_\_  
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Attorneys for Defendants  
AMERICAN AIRLINES, INC. and  
AMR CORPORATION

Attorneys for Plaintiff  
JULIA P. SHONTERE

GLOBAL AEROSPACE UNDERWRITING  
MANAGERS

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John P. Meehan

By: \_\_\_\_\_  
Joseph F. Wayland (JFW 7549)  
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New York, New York 10017-3954  
Tel.: (212)455-2000  
Fax: (212)455-2502

For and on behalf of the insurers for  
AMERICAN AIRLINES, INC. and  
AMR CORPORATION

ACE GLOBAL MARKETS

Attorneys for Defendant  
ARGENBRIGHT SECURITY, INC

By: \_\_\_\_\_  
For and on behalf of the insurers for  
ARGENBRIGHT SECURITY, INC.

Dated: New York, New York  
This \_\_\_\_ day of \_\_\_\_\_, 2008.

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CONDON & FORSYTH LLP

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-and-

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AMR CORPORATION

Attorneys for Plaintiff  
JULIA P. SHONTERE

GLOBAL AEROSPACE UNDERWRITING  
MANAGERS

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John P. Meehan

For and on behalf of the insurers for  
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AMR CORPORATION

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ACE GLOBAL MARKETS

Attorneys for Defendant  
ARGENBRIGHT SECURITY, INC

By: \_\_\_\_\_  
For and on behalf of the insurers for  
ARGENBRIGHT SECURITY, INC.

Dated: New York, New York  
This \_\_\_\_ day of \_\_\_\_\_, 2008.

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CONDON & FORSYTH LLP

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Attorneys for Defendants  
AMERICAN AIRLINES, INC. and  
AMR CORPORATION

Attorneys for Plaintiff  
JULIA P. SHONTERE

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ARGENBRIGHT SECURITY, INC

ACE GLOBAL MARKETS

By: \_\_\_\_\_  
For and on behalf of the insurers for  
ARGENBRIGHT SECURITY, INC.

Dated: New York, New York  
This \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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Attorneys for Defendants  
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AMR CORPORATION

Attorneys for Plaintiff  
JULIA P. SHONTERE

GLOBAL AEROSPACE UNDERWRITING  
MANAGERS

SIMPSON THACHER & BARTLETT LLP

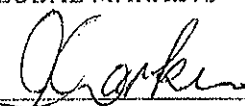
By: \_\_\_\_\_  
John P. Meehan

By: \_\_\_\_\_  
Joseph F. Wayland (JFW 7549)  
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For and on behalf of the insurers for  
AMERICAN AIRLINES, INC. and  
AMR CORPORATION

Attorneys for Defendant  
ARGENBRIGHT SECURITY, INC

ACE GLOBAL MARKETS

By:  \_\_\_\_\_  
For and on behalf of the insurers for  
ARGENBRIGHT SECURITY, INC.

## **Exhibit 1**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
:  
: No.: 21 MC 97 (AKH)  
:  
IN RE SEPTEMBER 11 LITIGATION : **THIS DOCUMENT RELATES TO:**  
: **07 CV 8401 (AKH)**  
: **JULIA P. SHONTERE v.**  
: **AMR CORPORATION, et al.**  
:  
-----X

**CONFIDENTIAL RELEASE**

JULIA P. SHONTERE, Individually, and as Personal Representative of the Estate of ANGELA M. HOUTZ, and on behalf of all survivors, heirs and next of kin of ANGELA M. HOUTZ, deceased, as RELEASOR, and in consideration of the sum of

to be paid  
by the Insurers of AMERICAN AIRLINES, INC. (hereinafter, "AMERICAN") and AMR CORPORATION (hereinafter, "AMR"), and the sum of

to be paid by the Insurers of  
ARGENBRIGHT SECURITY, INC. (hereinafter, "ARGENBRIGHT"), for a total of the payments to RELEASOR of

hereby releases and discharges AMERICAN, AMR, ARGENBRIGHT and any and all other defendants named in any of the individual or Master Complaints filed under civil action number 21 MC 97 (AKH), including, without limitation, each of the defendants listed in "Appendix A" hereto ("RELEASEES"), and all RELEASEES' parents, subsidiaries, affiliated corporations, partnerships, insurers, related business entities, officers, directors, employees, agents, heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings,



bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, which RELEASOR, RELEASOR'S heirs, executors, administrators, successors and/or assigns ever had, now have or hereafter can, shall or may, have against RELEASEES for, upon, or by reason of any matter, cause, or thing whatsoever relating to or arising out of the following: wrongful death of and personal injuries to ANGELA M. HOUTZ, whether assertable by the survivors, heirs or personal representative of ANGELA M. HOUTZ or by any other person or entity entitled by law to recover damages as a result of the death of or personal injury to ANGELA M. HOUTZ, and whether characterized as wrongful death claims, survival or survivorship claims, personal injuries or otherwise; loss of or damage to the personal effects or other property of ANGELA M. HOUTZ; and any and all other losses, damages and/or injuries relating to or arising out of ANGELA M. HOUTZ having been present at or around the Pentagon on September 11, 2001 (hereinafter, "the death of ANGELA M. HOUTZ") from the beginning of the world to the day of the date of this Confidential Release.

FOR AND IN FURTHER CONSIDERATION of the payments described above, RELEASOR agrees as follows:

1. RELEASOR agrees to protect, indemnify and hold harmless RELEASEES from and against all actions, causes of action, remedies, suits, debts, covenants, contracts, controversies, agreements, promises, damages (including, but not limited to, pecuniary, non-pecuniary, moral, patrimonial, compensatory and punitive damages), liabilities, judgments, executions, claims, demands of whatsoever nature, known and unknown (including, but not limited to, liens or liabilities of whatsoever nature, including, without limitation, those relating to or arising out of any workers' compensation payments and those that may arise by reason of the

legal or tax consequences of this Confidential Release), and all costs and expenses (including, but not limited to, reasonable attorneys' fees) in defending any such actions, etc., brought against RELEASEES by anyone claiming by, through or under RELEASOR, relating to or arising out of the death of ANGELA M. HOUTZ, whether anticipated or unanticipated, however caused and whether by sole, joint or concurrent negligence, strict liability, treaty liability, Intercarrier Agreement liability, contractual liability or otherwise of RELEASEES.

2. RELEASOR recognizes, acknowledges and accepts that there is a risk that, after the execution of this Confidential Release: (a) RELEASOR will claim or suffer personal bodily discomfort, emotional distress or economic loss that are in some way caused by, or related to, the death of ANGELA M. HOUTZ, but which are unknown and unanticipated at the time this Confidential Release is executed; (b) the damages presently known may be, or may become, more extensive than RELEASOR now expects or anticipates; and (c) the laws governing what damages are available to her may change. RELEASOR accepts these risks, and this Confidential Release shall apply to all unknown and unanticipated results of the death of ANGELA M. HOUTZ as well as those known and anticipated. The provisions of any local, state, federal or foreign law, statute or judicial decision providing in substance that releases shall not extend to unknown or unanticipated claims, damages or injuries are hereby expressly waived.

3. The payments described above and the execution of this Confidential Release are the result of a compromise of disputed claims and shall not at any time for any purpose be considered as an admission of liability, responsibility or proportionate responsibility of RELEASEES for any wrongdoing, negligence or other culpable conduct in connection with the death of ANGELA M. HOUTZ. RELEASOR acknowledges that RELEASEES expressly continue to deny and disclaim such liability and responsibility and intend merely to avoid further

litigation and buy their peace. This Confidential Release is a final and full settlement of all claims against RELEASEES and shall not be subject to any claim of mistake of fact or law by RELEASOR.

4. The amount of the payments of the settlement shall remain confidential. The parties shall not disclose the amount of the payments of the settlement agreement, except to the parties, their attorneys, employees, agents and insurance representatives who have a need to know the amount of the settlement and to any court of competent jurisdiction. No party, attorney, employee, agent or insurance representative of a party shall disclose the amount of the settlement payments unless required to do so by court order.

5. RELEASOR represents and warrants that she is not relying on the advice of the RELEASEES, or anyone associated with them, as to legal, tax (income, estate, gift or otherwise), or other consequences of any kind arising out of this Confidential Release; that she has not relied on any representations or statements, written or oral, of RELEASEES, including, but not limited to, any factual representation regarding the death of ANGELA M. HOUTZ except those set forth in this Confidential Release; and that she is knowingly and voluntarily signing this Confidential Release and is not subject to duress, coercion or undue influence by RELEASEES or anyone else.

6. RELEASOR represents and warrants that she has not filed, will not file, or cause to be filed, any other actions, causes of action, suits, claims or demands, of any nature whatsoever, arising from or relating to the death of ANGELA M. HOUTZ in any court or tribunal, or with any adjudicatory, legislative, executive or other governmental or private body or agency anywhere in the U.S. or abroad against RELEASEES. This Confidential Release does not preclude RELEASOR from continuing any direct action filed against terrorists and/or

sponsors of terrorism arising from, or relating to, the death of ANGELA M. HOUTZ, as identified in *Burnett, et al. v. Al Baraka Investment and Development Corp., et al.*, 1:02-CV-01616, United States District Court, District of Columbia (JR); *In re Terrorist Attacks on September 11, 2001*, 03 MDL 1570; and *Burnett, et al. v. Al Baraka Investment and Development Corp., et al.*, 1:03-CV-09849, United States District Court, Southern District of New York (RCC).

7. RELEASOR understands that she has the right to obtain legal counsel to review and evaluate this Confidential Release, and RELEASOR attests that she has done so or agreed to waive this right. RELEASOR further understands and agrees that she shall be responsible for the payment of all expenses arising from and in connection with any matters related to the death of ANGELA M. HOUTZ other than any expenses previously paid for by RELEASOR, and that RELEASOR shall be responsible for the payment of any attorneys' fees and legal expenses that she has incurred or may incur. RELEASOR further agrees that statutes providing for payment of interest, costs or expenses with respect to settlement proceeds in this action are inapplicable.

8. RELEASOR represents and warrants that she will satisfy all outstanding workers' compensation liens, medical liens, attorneys' fees liens and all other liens, if any, from the proceeds of this settlement.

9. This Confidential Release and the performance thereunder, shall be governed by and construed under the laws of the State of New York, without giving effect to its conflicts of law provisions that would result in the application of the law of any other jurisdiction.

10. This Confidential Release may not be modified orally and can only be modified by means of a written agreement signed by RELEASOR, AMERICAN, AMR and ARGENBRIGHT.

11. This Confidential Release can be executed in multiple originals.

In witness whereof, RELEASOR has hereunto set RELEASOR'S hand and seal on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

JULIA P. SHONTERE, RELEASOR

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2008, before me personally came JULIA P. SHONTERE, to me known, and known to me to be the individual described herein, and who executed the foregoing CONFIDENTIAL RELEASE, and duly acknowledged to me that she executed the same.

NOTARY PUBLIC

APPENDIX A

AEROFLOT, a Russian corporation;

AIR CANADA

AIR FRANCE, a French corporation

AIR JAMAICA, a Jamaican corporation

AIR TRANSPORT ASSOCIATION OF AMERICA, INC.

AIRTRAN AIRLINES

ALASKA AIRLINES, INC.

AMERICA WEST AIRLINES, INC.

AMERICAN AIRLINES, INC.

AMERICAN EAGLE AIRLINES

AMERICAN TRANS AIR, INC.

AMR CORPORATION

ANA, a Japanese corporation

ARGENBRIGHT SECURITY, INC.

ATA AIRLINES, INC.

ATLANTIC COAST AIRLINES, INC.

AUSTRIAN AIRLINES, an Austrian corporation

BARKSHIRE, INC.

BRITISH AIRWAYS, a United Kingdom corporation

BRITISH MIDLAND AIRWAYS, LTD, a United Kingdom corporation

BURNS INTERNATIONAL SECURITY SERVICES CORP.

BURNS INTERNATIONAL SERVICES CORP.

BWIA INTERNATIONAL AIRWAYS, a Trinidad/Tobago corporation

CAPE AIR

CITY OF PORTLAND, MAINE

COLGAN AIR, INC.

CONTINENTAL AIRLINES, INC.

DELTA AIR LINES INC.

DELTA EXPRESS

EMERY ROTH AND PARTNERS LLC d/b/a EMERY ROTH & SONS

ETHIOPIAN AIRLINES S.C.

FRONTIER AIRLINES, INC.

GLOBE AVIATION SERVICES CORPORATION

GLOBE AIRPORT SECURITY SERVICES, INC.

HEIMANN SYSTEMS CORP.

HUNTLEIGH AVIATION SERVICES CORPORATION

HUNTLEIGH USA CORP.

ICTS INTERNATIONAL NV

INVISION TECHNOLOGIES, INC.

JETBLUE

KLM, a Dutch corporation

KOREAN AIRLINES

L-3 COMMUNICATIONS CORPORATION

L-3 COMMUNICATIONS CORPORATION SECURITY AND DETECTION SYSTEMS

L-3 COMMUNICATIONS HOLDINGS, INC.

LESLIE E. ROBERTSON ASSOCIATES  
LUFTHANSA, a German corporation  
MAGNUSSON KLEMENCIC ASSOCIATES  
MASSACHUSETTS PORT AUTHORITY  
METROPOLITAN WASHINGTON AIRPORT AUTHORITY  
MIDWEST EXPRESS AIRLINES  
MINORU YAMASAKI ASSOCIATES  
NATIONAL AIRLINES  
NORTHWEST AIRLINES  
PAN AMERICAN AIRWAYS  
PINKERTON'S, INC.  
PORT AUTHORITY OF NEW YORK & NEW JERSEY  
QANTAS AIRWAYS LIMITED  
QUANTUM MAGNETICS, INC.  
SAUDI ARABIAN AIRLINES, a Saudi Arabian corporation  
SCANDINAVIAN AIRLINES SYSTEM, SAS, a Swedish corporation  
SECURICOR PLC  
SECURITAS AB  
SILVERSTEIN PROPERTIES, INC.  
SKILLING WARD MAGNUSSON  
SWISS, a Swiss corporation  
SWISSAIR TRANSPORT COMPANY  
TACA INTERNATIONAL AIRLINES, an El Salvador corporation



TEM ENTERPRISES d/b/a CASINO EXPRESS

THE BOEING COMPANY

TISHMAN REALTY & CONSTRUCTION CO., INC.

UAL CORPORATION

UNITED AIR LINES, INC.

US AIRWAYS, INC.

VIRGIN ATLANTIC AIRWAYS LTD, a United Kingdom corporation

WORLD TRADE CENTER PROPERTIES LLC

## **Exhibit D**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
:  
: No.: 21 MC 97 (AKH)  
:  
IN RE SEPTEMBER 11 LITIGATION : **THIS DOCUMENT RELATES TO:**  
: **07 CV 8402 (AKH)**  
: **SHIRLEY N. WILLCHER v.**  
: **AMR CORPORATION, et al.**  
:  
----- X

**CONFIDENTIAL STIPULATION OF SETTLEMENT**

By and through their attorneys, Defendants AMERICAN AIRLINES, INC. (hereinafter "AMERICAN"), AMR CORPORATION (hereinafter "AMR") and ARGENBRIGHT SECURITY, INC. (hereinafter "ARGENBRIGHT"), and SHIRLEY N. WILLCHER, Individually, and as Personal Representative of the Estate of ERNEST M. WILLCHER, and on behalf of all survivors, heirs and next of kin of ERNEST M. WILLCHER, deceased (hereinafter "PLAINTIFF"), hereby agree:

1. In consideration of the sum of \_\_\_\_\_  
to be paid by the Insurers of  
AMERICAN and AMR, and the sum of \_\_\_\_\_  
to be paid by the Insurers of ARGENBRIGHT, for a  
total of the payments to PLAINTIFF of \_\_\_\_\_

PLAINTIFF agrees to release and discharge AMERICAN, AMR, ARGENBRIGHT and any and all other defendants named in any of the individual or Master Complaints filed under civil action number 21 MC 97 (AKH), and agrees to execute a Confidential Release in the form attached hereto as "Exhibit 1".

2. The parties to this Agreement recognize the legitimate interest of AMERICAN,

AMR and ARGENBRIGHT in ensuring that the full amounts paid pursuant to this Agreement count against the limits on their respective liability established by Section 408(a)(1) of the Air Transportation Safety and System Stabilization Act ("ATSSSA"). AMERICAN, AMR and ARGENBRIGHT are not willing to enter into this Agreement absent that assurance. The parties therefore agree that:

- (a) AMERICAN, AMR and ARGENBRIGHT shall have no obligations hereunder unless and until a final, non-appealable determination is issued by a court of competent jurisdiction confirming that all amounts paid hereunder count against the limits of liability established by Section 408(a)(1) of the ATSSSA; and
- (b) No settlement payments shall be made pursuant to this Agreement unless and until a final, non-appealable determination is issued by a court of competent jurisdiction confirming that all amounts to be paid hereunder count against the limits of liability established by Section 408(a)(1) of the ATSSSA.

3. Within 21 days after execution of this Confidential Stipulation of Settlement, AMERICAN, AMR and ARGENBRIGHT shall seek from the United States District Court for the Southern District of New York or an appropriate federal appellate court the non-appealable determination described in paragraph "2". The parties agree, and PLAINTIFF specifically consents, that the motion for the non-appealable final determination will include a request that the Court dismiss with prejudice all proceedings by PLAINTIFF against AMERICAN, AMR and ARGENBRIGHT, and any and all other defendants named in any of the individual or Master Complaints filed under civil action number 21 MC 97 (AKH), including, without limitation, each

of the defendants listed in "Appendix A" to the Confidential Release in the form attached hereto as "Exhibit 1" ("RELEASEES"), and all RELEASEES' parents, subsidiaries, affiliated corporations, partnerships, insurers, related business entities, officers, directors, employees, agents, heirs, executors, administrators, successors and assigns.

4. Following execution of this Confidential Stipulation of Settlement, PLAINTIFF shall submit to Judge Alvin K. Hellerstein a Motion for a Compromise Order approving the settlement and the distribution of the settlement proceeds and authorizing PLAINTIFF to execute and deliver a Confidential Release in the form attached hereto as "Exhibit 1".

5. Upon receipt of authorization from the Court, PLAINTIFF shall deliver to AMERICAN, AMR and ARGENBRIGHT an executed Confidential Release in the form attached hereto as "Exhibit 1". The execution of said Confidential Release does not preclude PLAINTIFF from continuing any direct action filed against terrorists and/or sponsors of terrorism arising from or relating to the death of ERNEST M. WILLCHER as identified in *Burnett, et al. v. Al Baraka Investment and Development Corp., et al.*, 1:02-CV-01616, United States District Court, District of Columbia (JR); *In re Terrorist Attacks on September 11, 2001*, 03 MDL 1570; and *Burnett, et al. v. Al Baraka Investment and Development Corp., et al.*, 1:03-CV-09849, United States District Court, Southern District of New York (RCC).

6. Subject to compliance with all conditions set forth above, within 30 days after the non-appealable determination described in paragraphs "2" and "3" is issued or within 30 days after receipt by counsel for AMERICAN, AMR and ARGENBRIGHT of the executed Confidential Release, whichever is later, AMERICAN, AMR and ARGENBRIGHT'S insurers will pay to PLAINTIFF the settlement funds as indicated in the Confidential Release. In the event that a court of competent jurisdiction declines to enter the final, non-appealable

determination referenced in paragraphs “2” and “3”, this Confidential Stipulation of Settlement shall be void, and PLAINTIFF shall be entitled to reinstate her case against RELEASEES.

7. The parties acknowledge that this Agreement is entered into solely for the purpose of amicably resolving the parties’ dispute and the parties specifically acknowledge and agree that this Agreement does not constitute an admission of liability, responsibility or proportionate responsibility by any party.

8. This Agreement and the performance thereunder shall be governed by, and construed under, the laws of the State of New York, without giving effect to its conflict of law provisions that would result in the application of the law of any other jurisdiction.

9. This Agreement may not be modified orally and can only be modified by means of a written agreement signed by PLAINTIFF, AMERICAN, AMR and ARGENBRIGHT.

10. The amount of the payments under this settlement shall remain confidential. Dissemination of the amount of payments under this settlement shall be restricted to only the parties, their attorneys, employees, agents and insurance representatives who have a need to know the amount of the settlement and to any court referenced in paragraphs “2” and “3”. No party, attorney, employee, agent or insurance representative of a party shall disclose the settlement amount unless required to do so by court order.

11. This Agreement may be executed in counterparts.

Dated: New York, New York

This 28 day of February, 2008.

AZRAEL GANN & FRANZ LLP

By: \_\_\_\_\_

Keith S. Franz ( )

Judson M. Lipowitz ( )

101 East Chesapeake Avenue, 5<sup>th</sup> Floor

Baltimore, MD 21286

Tel.: (410)821-6800

Fax: (410)821-1265

-and-

MOTLEY RICE LLC

By: \_\_\_\_\_

Donald A. Migliori ( )

Elizabeth Smith ( )

28 Bridgeside Blvd

PO Box 1792

Mt. Pleasant, SC 29465

Tel.: (843)216-9000

Fax: (843)216-9450

Attorneys for Plaintiff

SHIRLEY N. WILLCHER

SIMPSON THACHER & BARTLETT LLP

By: \_\_\_\_\_

Joseph F. Wayland (JFW 7549)

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New York, New York 10017-3954

Tel.: (212)455-2000

Fax: (212)455-2502

Attorneys for Defendant

ARGENBRIGHT SECURITY, INC

CONDON & FORSYTH LLP

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Fax: (212)370-4483

-and-

DEBEVOISE & PLIMPTON LLP

Roger E. Podesta

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Tel.: (212)909-6000

Fax: (212)909-6836

Attorneys for Defendants

AMERICAN AIRLINES, INC. and

AMR CORPORATION

GLOBAL AEROSPACE UNDERWRITING  
MANAGERS

By: \_\_\_\_\_

John P. Meehan

For and on behalf of the insurers for

AMERICAN AIRLINES, INC. and

AMR CORPORATION

ACE GLOBAL MARKETS

By: \_\_\_\_\_

For and on behalf of the insurers for

ARGENBRIGHT SECURITY, INC.

Dated: New York, New York  
This \_\_\_\_ day of \_\_\_\_\_, 2008.

AZRAEL GANN & FRANZ LLP

CONDON & FORSYTH LLP

By: \_\_\_\_\_  
Keith S. Franz ( )  
Judson H. Lipowitz ( )  
101 East Chesapeake Avenue, 5<sup>th</sup> Floor  
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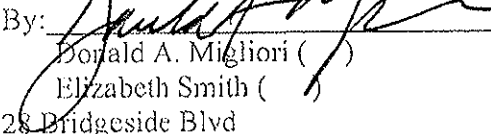
By: \_\_\_\_\_  
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-and-

-and-

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Fax: (212)909-6836  
  
Attorneys for Defendants  
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AMR CORPORATION

Attorneys for Plaintiff  
SHIRLEY N. WILLCHER

GLOBAL AEROSPACE UNDERWRITING  
MANAGERS

SIMPSON THACHER & BARTLETT LLP

By: \_\_\_\_\_  
John P. Meehan

By: \_\_\_\_\_  
Joseph F. Wayland (JFW 7549)  
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Tel.: (212)455-2000  
Fax: (212)455-2502

For and on behalf of the insurers for  
AMERICAN AIRLINES, INC. and  
AMR CORPORATION

Attorneys for Defendant  
ARGENBRIGHT SECURITY, INC

ACE GLOBAL MARKETS

By: \_\_\_\_\_  
  
For and on behalf of the insurers for  
ARGENBRIGHT SECURITY, INC.



Dated: New York, New York  
This \_\_\_\_ day of \_\_\_\_\_, 2008.

AZRAEL GANN & FRANZ LLP

CONDON & FORSYTH LLP

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Keith S. Franz ( )  
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-and-

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Attorneys for Defendants  
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AMR CORPORATION

Attorneys for Plaintiff  
SHIRLEY N. WILLCHER

GLOBAL AEROSPACE UNDERWRITING  
MANAGERS

SIMPSON THACHER & BARTLETT LLP

By:   
John P. Meehan

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AMR CORPORATION

By: \_\_\_\_\_  
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Fax: (212)455-2502

ACE GLOBAL MARKETS

Attorneys for Defendant  
ARGENBRIGHT SECURITY, INC

By: \_\_\_\_\_  
For and on behalf of the insurers for  
ARGENBRIGHT SECURITY, INC.

Dated: New York, New York  
This \_\_\_\_ day of \_\_\_\_\_, 2008.

AZRAEL GANN & FRANZ LLP

CONDON & FORSYTH LLP

By: \_\_\_\_\_  
Keith S. Franz ( )  
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Attorneys for Plaintiff  
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Attorneys for Defendant  
ARGENBRIGHT SECURITY, INC

For and on behalf of the insurers for  
AMERICAN AIRLINES, INC. and  
AMR CORPORATION

ACE GLOBAL MARKETS

By:   
For and on behalf of the insurers for  
ARGENBRIGHT SECURITY, INC.

Dated: New York, New York  
This \_\_\_\_ day of \_\_\_\_\_, 2008.

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Attorneys for Defendants  
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AMR CORPORATION

GLOBAL AEROSPACE UNDERWRITING  
MANAGERS

By: \_\_\_\_\_  
John P. Meehan

For and on behalf of the insurers for  
AMERICAN AIRLINES, INC. and  
AMR CORPORATION

ACE GLOBAL MARKETS

By: \_\_\_\_\_  
  
For and on behalf of the insurers for  
ARGENBRIGHT SECURITY, INC.

## **Exhibit 1**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
:  
: No.: 21 MC 97 (AKH)  
:  
IN RE SEPTEMBER 11 LITIGATION : **THIS DOCUMENT RELATES TO:**  
: **07 CV 8402 (AKH)**  
: **SHIRLEY N. WILLCHER v.**  
: **AMR CORPORATION, et al.**  
:  
-----X

**CONFIDENTIAL RELEASE**

SHIRLEY N. WILLCHER, Individually, and as Personal Representative of the Estate of  
ERNEST M. WILLCHER, and on behalf of all survivors, heirs and next of kin of ERNEST M.  
WILLCHER, deceased, as RELEASOR, and in consideration of the sum of

to be paid by the  
Insurers of AMERICAN AIRLINES, INC. (hereinafter, "AMERICAN") and AMR  
CORPORATION (hereinafter, "AMR"), and the sum of

to be paid by the Insurers of  
ARGENBRIGHT SECURITY, INC. (hereinafter, "ARGENBRIGHT"), for a total of the  
payments to RELEASOR of

hereby releases and discharges AMERICAN, AMR, ARGENBRIGHT and any and all other  
defendants named in any of the individual or Master Complaints filed under civil action number  
21 MC 97 (AKH), including, without limitation, each of the defendants listed in "Appendix A"  
hereto ("RELEASEES"), and all RELEASEES' parents, subsidiaries, affiliated corporations,  
partnerships, insurers, related business entities, officers, directors, employees, agents, heirs,  
executors, administrators, successors and assigns from all actions, causes of action, suits, debts,  
dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts,

controversies, agreements, promises, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, which RELEASOR, RELEASOR'S heirs, executors, administrators, successors and/or assigns ever had, now have or hereafter can, shall or may, have against RELEASEES for, upon, or by reason of any matter, cause, or thing whatsoever relating to or arising out of the following: wrongful death of and personal injuries to ERNEST M. WILLCHER, whether assertable by the survivors, heirs or personal representative of ERNEST M. WILLCHER or by any other person or entity entitled by law to recover damages as a result of the death of or personal injury to ERNEST M. WILLCHER, and whether characterized as wrongful death claims, survival or survivorship claims, personal injuries or otherwise; loss of or damage to the personal effects or other property of ERNEST M. WILLCHER; and any and all other losses, damages and/or injuries relating to or arising out of ERNEST M. WILLCHER having been present at or around the Pentagon on September 11, 2001 (hereinafter, "the death of ERNEST M. WILLCHER") from the beginning of the world to the day of the date of this Confidential Release.

FOR AND IN FURTHER CONSIDERATION of the payments described above, RELEASOR agrees as follows:

1. RELEASOR agrees to protect, indemnify and hold harmless RELEASEES from and against all actions, causes of action, remedies, suits, debts, covenants, contracts, controversies, agreements, promises, damages (including, but not limited to, pecuniary, non-pecuniary, moral, patrimonial, compensatory and punitive damages), liabilities, judgments, executions, claims, demands of whatsoever nature, known and unknown (including, but not limited to, liens or liabilities of whatsoever nature, including, without limitation, those relating to or arising out of any workers' compensation payments and those that may arise by reason of the

legal or tax consequences of this Confidential Release), and all costs and expenses (including, but not limited to, reasonable attorneys' fees) in defending any such actions, etc., brought against RELEASEES by anyone claiming by, through or under RELEASOR, relating to or arising out of the death of ERNEST M. WILLCHER, whether anticipated or unanticipated, however caused and whether by sole, joint or concurrent negligence, strict liability, treaty liability, Intercarrier Agreement liability, contractual liability or otherwise of RELEASEES.

2. RELEASOR recognizes, acknowledges and accepts that there is a risk that, after the execution of this Confidential Release: (a) RELEASOR will claim or suffer personal bodily discomfort, emotional distress or economic loss that are in some way caused by, or related to, the death of ERNEST M. WILLCHER, but which are unknown and unanticipated at the time this Confidential Release is executed; (b) the damages presently known may be, or may become, more extensive than RELEASOR now expects or anticipates; and (c) the laws governing what damages are available to her may change. RELEASOR accepts these risks, and this Confidential Release shall apply to all unknown and unanticipated results of the death of ERNEST M. WILLCHER as well as those known and anticipated. The provisions of any local, state, federal or foreign law, statute or judicial decision providing in substance that releases shall not extend to unknown or unanticipated claims, damages or injuries are hereby expressly waived.

3. The payments described above and the execution of this Confidential Release are the result of a compromise of disputed claims and shall not at any time for any purpose be considered as an admission of liability, responsibility or proportionate responsibility of RELEASEES for any wrongdoing, negligence or other culpable conduct in connection with the death of ERNEST M. WILLCHER. RELEASOR acknowledges that RELEASEES expressly continue to deny and disclaim such liability and responsibility and intend merely to avoid further

litigation and buy their peace. This Confidential Release is a final and full settlement of all claims against RELEASEES and shall not be subject to any claim of mistake of fact or law by RELEASOR.

4. The amount of the payments of the settlement shall remain confidential. The parties shall not disclose the amount of the payments of the settlement agreement, except to the parties, their attorneys, employees, agents and insurance representatives who have a need to know the amount of the settlement and to any court of competent jurisdiction. No party, attorney, employee, agent or insurance representative of a party shall disclose the amount of the settlement payments unless required to do so by court order.

5. RELEASOR represents and warrants that she is not relying on the advice of the RELEASEES, or anyone associated with them, as to legal, tax (income, estate, gift or otherwise), or other consequences of any kind arising out of this Confidential Release; that she has not relied on any representations or statements, written or oral, of RELEASEES, including, but not limited to, any factual representation regarding the death of ERNEST M. WILLCHER except those set forth in this Confidential Release; and that she is knowingly and voluntarily signing this Confidential Release and is not subject to duress, coercion or undue influence by RELEASEES or anyone else.

6. RELEASOR represents and warrants that she has not filed, will not file, or cause to be filed, any other actions, causes of action, suits, claims or demands, of any nature whatsoever, arising from or relating to the death of ERNEST M. WILLCHER in any court or tribunal, or with any adjudicatory, legislative, executive or other governmental or private body or agency anywhere in the U.S. or abroad against RELEASEES. This Confidential Release does not preclude RELEASOR from continuing any direct action filed against terrorists and/or



sponsors of terrorism arising from, or relating to, the death of ERNEST M. WILLCHER, as identified in *Burnett, et al. v. Al Baraka Investment and Development Corp., et al.*, 1:02-CV-01616, United States District Court, District of Columbia (JR); *In re Terrorist Attacks on September 11, 2001*, 03 MDL 1570; and *Burnett, et al. v. Al Baraka Investment and Development Corp., et al.*, 1:03-CV-09849, United States District Court, Southern District of New York (RCC).

7. RELEASOR understands that she has the right to obtain legal counsel to review and evaluate this Confidential Release, and RELEASOR attests that she has done so or agreed to waive this right. RELEASOR further understands and agrees that she shall be responsible for the payment of all expenses arising from and in connection with any matters related to the death of ERNEST M. WILLCHER other than any expenses previously paid for by RELEASEES, and that RELEASOR shall be responsible for the payment of any attorneys' fees and legal expenses that she has incurred or may incur. RELEASOR further agrees that statutes providing for payment of interest, costs or expenses with respect to settlement proceeds in this action are inapplicable.

8. RELEASOR represents and warrants that she will satisfy all outstanding workers' compensation liens, medical liens, attorneys' fees liens and all other liens, if any, from the proceeds of this settlement.

9. This Confidential Release and the performance thereunder, shall be governed by and construed under the laws of the State of New York, without giving effect to its conflicts of law provisions that would result in the application of the law of any other jurisdiction.

10. This Confidential Release may not be modified orally and can only be modified by means of a written agreement signed by RELEASOR, AMERICAN, AMR and ARGENBRIGHT.

11. This Confidential Release can be executed in multiple originals.

In witness whereof, RELEASOR has hereunto set RELEASOR'S hand and seal on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
SHIRLEY N. WILLCHER, RELEASOR

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2008, before me personally came SHIRLEY N. WILLCHER, to me known, and known to me to be the individual described herein, and who executed the foregoing CONFIDENTIAL RELEASE, and duly acknowledged to me that she executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

APPENDIX A

AEROFLOT, a Russian corporation;

AIR CANADA

AIR FRANCE, a French corporation

AIR JAMAICA, a Jamaican corporation

AIR TRANSPORT ASSOCIATION OF AMERICA, INC.

AIRTRAN AIRLINES

ALASKA AIRLINES, INC.

AMERICA WEST AIRLINES, INC.

AMERICAN AIRLINES, INC.

AMERICAN EAGLE AIRLINES

AMERICAN TRANS AIR, INC.

AMR CORPORATION

ANA, a Japanese corporation

ARGENBRIGHT SECURITY, INC.

ATA AIRLINES, INC.

ATLANTIC COAST AIRLINES, INC.

AUSTRIAN AIRLINES, an Austrian corporation

BARKSHIRE, INC.

BRITISH AIRWAYS, a United Kingdom corporation

BRITISH MIDLAND AIRWAYS, LTD, a United Kingdom corporation

BURNS INTERNATIONAL SECURITY SERVICES CORP.

BURNS INTERNATIONAL SERVICES CORP.

BWIA INTERNATIONAL AIRWAYS, a Trinidad/Tobago corporation

CAPE AIR

CITY OF PORTLAND, MAINE

COLGAN AIR, INC.

CONTINENTAL AIRLINES, INC.

DELTA AIR LINES INC.

DELTA EXPRESS

EMERY ROTH AND PARTNERS LLC d/b/a EMERY ROTH & SONS

ETHIOPIAN AIRLINES S.C.

FRONTIER AIRLINES, INC.

GLOBE AVIATION SERVICES CORPORATION

GLOBE AIRPORT SECURITY SERVICES, INC.

HEIMANN SYSTEMS CORP.

HUNTLEIGH AVIATION SERVICES CORPORATION

HUNTLEIGH USA CORP.

ICTS INTERNATIONAL NV

INVISION TECHNOLOGIES, INC.

JETBLUE

KLM, a Dutch corporation

KOREAN AIRLINES

L-3 COMMUNICATIONS CORPORATION

L-3 COMMUNICATIONS CORPORATION SECURITY AND DETECTION SYSTEMS

L-3 COMMUNICATIONS HOLDINGS, INC.

LESLIE E. ROBERTSON ASSOCIATES

LUFTHANSA, a German corporation

MAGNUSSON KLEMENCIC ASSOCIATES

MASSACHUSETTS PORT AUTHORITY

METROPOLITAN WASHINGTON AIRPORT AUTHORITY

MIDWEST EXPRESS AIRLINES

MINORU YAMASAKI ASSOCIATES

NATIONAL AIRLINES

NORTHWEST AIRLINES

PAN AMERICAN AIRWAYS

PINKERTON'S, INC.

PORT AUTHORITY OF NEW YORK & NEW JERSEY

QANTAS AIRWAYS LIMITED

QUANTUM MAGNETICS, INC.

SAUDI ARABIAN AIRLINES, a Saudi Arabian corporation

SCANDINAVIAN AIRLINES SYSTEM, SAS, a Swedish corporation

SECURICOR PLC

SECURITAS AB

SILVERSTEIN PROPERTIES, INC.

SKILLING WARD MAGNUSSON

SWISS, a Swiss corporation

SWISSAIR TRANSPORT COMPANY

TACA INTERNATIONAL AIRLINES, an El Salvador corporation

TEM ENTERPRISES d/b/a CASINO EXPRESS

THE BOEING COMPANY

TISHMAN REALTY & CONSTRUCTION CO., INC.

UAL CORPORATION

UNITED AIR LINES, INC.

US AIRWAYS, INC.

VIRGIN ATLANTIC AIRWAYS LTD, a United Kingdom corporation

WORLD TRADE CENTER PROPERTIES LLC